

**SELLER DISCLOSURE STATEMENT†
UNIMPROVED PROPERTY**

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SELLER: City of Seattle

† To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further explanations.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between a Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT **4009 and 4011 21st Ave SW**

CITY **Seattle**, COUNTY **King**, ("THE PROPERTY")

OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller ☐ is/ ☒ is not occupying the property.

I. SELLER'S DISCLOSURES:

* If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

YES NO DON'T KNOW

A. Do you have legal authority to sell the property? If no, please explain. ☒ ☐ ☐

*B. Is title to the property subject to any of the following?

(1) First right of refusal ☐ ☒ ☐

(2) Option ☐ ☒ ☐

(3) Lease or rental agreement ☐ ☒ ☐

(4) Life estate? ☐ ☒ ☐

*C. Are there any encroachments, boundary agreements, or boundary disputes? ☐ ☐ ☒

*D. Is there a private road or easement agreement for access to the property? ☐ ☒ ☐

*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property? ☐ ☒ ☐

*F. Are there any written agreements for joint maintenance of an easement or right of way? ☐ ☒ ☐

*G. Is there any study, survey project, or notice that would adversely affect the property? ☐ ☒ ☐

*H. Are there any pending or existing assessments against the property? ☐ ☐ ☒

*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the

property that affect future construction or remodeling? ☐ ☒ ☐

*J. Is there a boundary survey for the property? ☐ ☐ ☒

*K. Are there any covenants, conditions, or restrictions recorded against title to the property? ☐ ☒ ☐

PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.

SELLER'S INITIALS: JP DATE: 3/27/13 SELLER'S INITIALS: _____ DATE: _____

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	YES	NO	DON'T KNOW	
2. WATER				60
A. Household Water				61
(1) Does the property have potable water supply?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	62
(2) If yes, the source of water for the property is:				63
<input checked="" type="checkbox"/> Private or publicly owned water system				64
<input type="checkbox"/> Private well serving only the property				65
* <input type="checkbox"/> Other water system				66
*If shared, are there any written agreements?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	67
*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance				68
of the water source?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	69
*(4) Are there any problems or repairs needed?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	70
(5) Is there a connection or hook-up charge payable before the property can be connected				71
to the water main?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
(6) Have you obtained a certificate of water availability from the water purveyor serving				73
the property? (If yes, please attach a copy.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	74
(7) Is there a water right permit, certificate, or claim associated with household water				75
supply for the property? (If yes, please attach a copy.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	76
(a) If yes, has the water right permit, certificate, or claim been assigned,				77
transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/> NA	<input type="checkbox"/>	78
*(b) If yes, has all or any portion of the water right not been used for five or more				79
successive years?	<input type="checkbox"/>	<input type="checkbox"/> NA	<input type="checkbox"/>	80
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?	<input type="checkbox"/>	<input type="checkbox"/> NA	<input type="checkbox"/>	81
*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	82
B. Irrigation Water				83
(1) Are there any irrigation water rights for the property, such as a water right permit,				84
certificate, or claim? (If yes, please attach a copy.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	85
(a) If yes, has all or any portion of the water right not been used for five or more				86
successive years?	<input type="checkbox"/>	<input type="checkbox"/> NA	<input type="checkbox"/>	87
(b) If yes, has the water right permit, certificate, or claim been assigned,				88
transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/> NA	<input type="checkbox"/>	89
*(2) Does the property receive irrigation water from a ditch company, irrigation				90
district, or other entity? If so, please identify the entity that supplies irrigation water to				91
the property:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	92
C. Outdoor Sprinkler System				93
(1) Is there an outdoor sprinkler system for the property?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	94
*(2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	95
*(3) If yes, is the sprinkler system connected to irrigation water?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	96
3. SEWER/SEPTIC SYSTEM				97
A. The property is served by:				98
<input checked="" type="checkbox"/> Public sewer system				99
<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)				100
<input type="checkbox"/> Other disposal system				101
Please describe:				102
B. Is the property subject to any sewage system fees or charges in addition to those covered in your				103
regularly billed sewer or on-site sewage system maintenance service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	104
				105

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	YES	NO	DON'T KNOW	
C. If the property is connected to an on-site sewage system:				106
* (1) Was a permit issued for its construction?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	107
* (2) Was it approved by the local health department or district following its construction?.....	<input type="checkbox"/>	<input type="checkbox"/> NA	<input type="checkbox"/>	108
(3) Is the septic system a pressurized system?.....	<input type="checkbox"/>	<input type="checkbox"/> NA	<input type="checkbox"/>	109
(4) Is the septic system a gravity system?	<input type="checkbox"/>	<input type="checkbox"/> NA	<input type="checkbox"/>	110
* (5) Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/> NA	<input type="checkbox"/>	111
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/> NA	<input type="checkbox"/>	112
If no, please explain:				113
* (7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/> NA	<input type="checkbox"/>	114
				115
				116
				117
				118
4. ELECTRICAL/GAS				119
A. Is the property served by natural gas?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	120
B. Is there a connection charge for gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	121
C. Is the property served by electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	122
D. Is there a connection charge for electricity?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
* E. Are there any electrical problems on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	124
5. FLOODING				125
A. Is the property located in a government designated flood zone or floodplain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	126
6. SOIL STABILITY				127
* A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	128
7. ENVIRONMENTAL				129
* A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	130
* B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	131
* C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	132
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	133
* E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	134
* F. Has the property been used for commercial or industrial purposes?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	135
* G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	136
* H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	137
* I. Has the property been used as a legal or illegal dumping site?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	138
* J. Has the property been used as an illegal drug manufacturing site?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	139
* K. Are there any radio towers that cause interference with cellular telephone reception?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	140
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	YES	NO	DON'T KNOW	
8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS				146
A. Is there a homeowners' association?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	147
Name of association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:				148
				149
				150
				151
				152
B. Are there regular periodic assessments?.....	<input type="checkbox"/>	<input type="checkbox"/>	NA	153
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> years				154
<input type="checkbox"/> Other _____				155
*C. Are there any pending special assessments?.....	<input type="checkbox"/>	<input type="checkbox"/>	NA	156
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input type="checkbox"/>	NA	157
				158
				159
9. OTHER FACTS				160
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	161
*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	162
*C. Is the property classified or designated as forest land or open space?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	163
D. Do you have a forest management plan? If yes, attach.	<input type="checkbox"/>	<input type="checkbox"/>	NA	164
*E. Have any development-related permit applications been submitted to any government agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	165
If the answer to E is "yes," what is the status or outcome of those applications?				166
				167
				168
F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
				170
10. FULL DISCLOSURE BY SELLERS				171
A. Other conditions or defects:				172
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	173
				174
B. Verification				175
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.				176
				177
				178
				179
Date: <u>3/27/2013</u> Date: _____				180
Seller: <u>Fred P. Roberts</u> Seller: _____				181
NOTICES TO THE BUYER				182
SEX OFFENDER REGISTRATION				183
INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.				184
				185
				186
PROXIMITY TO FARMING				187
THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.				188
				189
				190
SELLER'S INITIALS: <u>FR</u> DATE: <u>3/27/13</u> SELLER'S INITIALS: _____ DATE: _____				

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II. BUYER'S ACKNOWLEDGEMENT

Buyer hereby acknowledges that:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

DATE: _____ DATE: _____

BUYER: _____ BUYER: _____

BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

DATE: _____ DATE: _____

BUYER: _____ BUYER: _____

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

DATE: _____ DATE: _____

BUYER: _____ BUYER: _____

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

SELLER'S INITIALS: JP DATE: 3/22/13 SELLER'S INITIALS: _____ DATE: _____